

## **TERMS & CONDITIONS – SELLER AGREEMENT**

This Seller Agreement ("Agreement") is entered into by helper ("Buyer") and the undersigned Seller ("Seller") (together, the "Parties"), and forms a contract governed by the Indian Contract Act, 1872, as amended from time to time. By accepting this Agreement, the Seller expressly agrees to be bound by the following terms and conditions:

### **1. Purpose and Intent**

The Seller acknowledges that the Goods supplied under this Agreement ("Goods") are purchased by the Buyer solely for its own use and for the purpose of resale, distribution, and commercial exploitation in the Indian market or any other market at the Buyer's discretion.

### **2. Absolute Right to Resell**

The Buyer shall have unrestricted, exclusive, and absolute rights to sell, supply, distribute, or otherwise transfer the Goods to any third party, including affiliates, sister concerns, subsidiaries, or any entity of its choosing, in any quantity, at any price, and by any method or channel, without interference or restriction from the Seller.

### **3. Control Over Pricing and Terms of Resale**

The Buyer shall have the sole and unfettered discretion to determine the price, payment terms, and conditions of resale of the Goods, and the Seller shall not impose or seek to impose any conditions, restrictions, or requirements relating thereto.

### **4. No Seller Interference or Objection**

Upon transfer of ownership and delivery of the Goods to the Buyer, the Seller irrevocably waives any and all rights to object, challenge, or interfere with any aspect of the Buyer's resale, distribution, or further dealings with the Goods. This waiver includes but is not limited to claims based on contractual terms, proprietary rights, or any alleged violation of law or practice.

### **5. Non-Assertion of Trademark or Intellectual Property Claims**

The Seller expressly agrees that it shall never assert, nor authorize any third party to assert, any trademark infringement, passing off, or other intellectual property rights claims against the Buyer or any subsequent purchaser arising from the resale of the Goods, provided the Goods are not materially altered, modified, or counterfeited by the Buyer or its assignees.

### **6. No Interest in Buyer's Revenues or Profits**

The Seller hereby unequivocally acknowledges and agrees that it has no legal or equitable interest, claim, lien, or right in or to any profits, revenues, commissions, or economic benefits derived by the Buyer from the resale or commercial exploitation of the Goods.

### **7. Transfer of Title and Risk**

Title to the Goods shall pass to the Buyer only upon full payment and physical delivery in accordance with this Agreement. Risk in the Goods shall pass to the Buyer upon delivery at the agreed location, and the Buyer shall bear all risks and liabilities thereafter.

### **8. Entire Agreement and Amendments**

This Agreement, together with these Terms & Conditions, constitute the entire agreement between the Parties pertaining to the Goods and supersede all prior agreements, understandings, or representations. No amendment or waiver shall be valid unless made in writing and signed by both Parties.

### **9. Governing Law and Dispute Resolution**

These Terms & Conditions shall be governed by and construed in accordance with the laws of India, including the Indian Contract Act, 1872 and all relevant statutory amendments. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai, India.